IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY, INTERNATIONAL,
Plaintiff/Respondent,

vs.

GERALD ARMSTRONG,
Defendant/Appellant.

NO. A075027

CLERK'S TRANSCRIPT ON APPEAL

FROM A JUDGMENT MADE AND ENTERED

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

VOLUME 16 A

For the Plaintiff/Respondent:

Andrew Wilson, Esq.
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, CA 94104

For the Defendant/Appellant (In Pro Per):

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

DEPARTMENT 1

CHURCH OF SCIENTOLOGY, INTERNATIONAL,)
Plaintiff,)
)
vs.)
)
GERALD ARMSTRONG,)
Defendant.)
)

No. 157680

GARY W. THOMAS	JUDGE
JOHN P. MONTGOMERY	COURT EXECUTIVE OFFICER
ELAINE PASSARIS	REPORTER

For the Plaintiff:

Andrew Wilson, Esq.
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, CA 94104

For the Defendant (In Pro Per):

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

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MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT PLAINTIFF'S MOTION FOR SJMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTON OF PLAINTIFF'S COMPLAINT 2/27/95 4524.1

SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION AS TO THE TWENTIETH CAUSE OF ACTION 2/27/95 4524.26

4524.1

Andrew H. Wilson, SBN 063209
WILSON, RYAN & CAMPILONGO
115 Sansome Street
Fourth Floor
San Francisco, California 94104
(415) 391-3900
Telefax: (415) 954-0938

Laurie J. Bartilson, SBN 139220
MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028
(213) 960-1936
Telefax: (213) 953-3351

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

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FEB 27 1995
HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation,

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1 through 25, inclusive,

Defendants.

CASE NO. BC 157680

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT

DATE: March 31, 1995
TIME: 9:00 a.m.
DEPT: 1

DISCOVERY
CUT-OFF: March 16, 1995
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TRIAL DATE: May 18, 1995

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I. PRELIMINARY STATEMENT

Plaintiff, Church of Scientology International ("the Church"), seeks summary adjudication of its Twentieth Cause of Action against defendant Gerald Armstrong, and the entry of a permanent injunction pursuant thereto.

A permanent injunction is necessary in this action because defendant Gerald Armstrong's breaches of the 1986 settlement agreement ("the Agreement") are repeated, unceasing, and increasingly harmful to the Church. Armstrong's determination to ignore the provisions of the Agreement despite legal action is dramatically evidenced simply by the progression of the pleadings in this case:

- When this action was filed, the Church had evidence of four breaches of the Agreement by Armstrong, beginning in July 1991, which it set forth in its original complaint;
- By June 4, 1992, the Church was forced to amend its complaint to add seven more causes of action which it had discovered;
- In July 1993 Armstrong's additional breaches of the agreement had grown so numerous that the Church filed a second, separate action alleging those claims;
- These were consolidated into the present operative pleading -- the Second Amended Complaint -- which now addresses 19 separate breaches of the Agreement by Armstrong;
- Armstrong was deposed again in August and October, 1994. During those deposition sessions, he admitted to in excess of 29 additional breaches of the agreement, each of which is delineated in full in the accompanying Separate Statement of Undisputed Facts.[1]

For years, Armstrong has insisted that the Church cannot enforce the Agreement and simply ignored all reasonable efforts by the Church or the courts to persuade him to abide by his word. After a preliminary injunction was entered against him, Armstrong proclaimed in deposition:

---

[1] At the end of the second day of deposition, Armstrong's attorney volunteered that he would not oppose a motion by the Church to amend the complaint yet again to include these newly admitted breaches.

> I have absolutely no intention of honoring that settlement agreement. I cannot. I cannot logically. I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention not to honor it.
>
> Q. No matter what a court says?
>
> A. No court could order it. They're going to have to kill me.

[Sep.St.No. 87].[2]

Indeed, as recently as February 2, 1995, Armstrong sent a letter to a Church employee, which he claimed to have copied to "Media," to which he attached a copy of a declaration which this Court had ordered stricken on January 27, 1994. In the letter Armstrong reiterated his refusal to abide by the Agreement, claiming

> What Scientology is doing with me is suppressive, and threatening to justice, wisdom and innocent people everywhere. I will continue to stand my ground and I refuse to be suppressed. . . . As long as I breathe I will continue to do what I see as God's will, and continue to bring Scientology's evil nature to the light of truth.

[Sep.St.No. 97].

This Court has already adjudicated, however, that the Agreement is valid and may be enforced against Armstrong, enforcing paragraph 7(D) of the Agreement as to two of the many breaches [Sep.St.No. 1]. In May, 1992, the Los Angeles Superior Court entered a preliminary injunction enforcing still other provisions of the Agreement [Sep.St.No. 86]. Here, plaintiff has set forth all of the undisputed evidence which compels the conclusion that plaintiff is entitled to a permanent injunction which prohibits Armstrong from violating key provisions of the Agreement. Specifically, plaintiff seeks an injunction which:

---

[2] All references to evidence are to the Separate Statement of Undisputed Facts, concurrently filed, which provides, by number, a full reference to the evidence in support of this motion. References will be made to "Sep.St.No. __" for "Separate Statement of Undisputed Facts, Fact Number __."

1. Prohibits Armstrong[3] from voluntarily assisting private litigation adversaries[4] of the Church and/or the protected entities and individuals,[5] or from assisting would-be anti-Scientology claimants;

2. Prohibits Armstrong from facilitating in any way the publication of any book, article, film, television program, radio program or other literary, artistic or documentary work of any kind which discusses Scientology and/or any of the Beneficiaries;

3. Prohibits Armstrong from discussing Scientology and/or the Beneficiaries with third parties other than members of his immediate family;

4. Requires Armstrong to remove all information concerning the Church and/or any of the Beneficiaries from any and all databases, electronic or otherwise, within the possession, custody or control of Armstrong's Colorado corporation, FACTNet;[6]

5. Requires Armstrong to return to the Church any documents which he now has in his possession, custody or control which discuss or concern the Church and/or any of the Beneficiaries;[7] and

---

[3] Plaintiff requests that the permanent injunction apply to Armstrong, the Gerald Armstrong corporation, their agents or employees, and persons acting in concert or conspiracy with them. For the full text of the injunction which plaintiff requests, see Proposed Order of Permanent Injunction, filed concurrently herewith.

[4] The Church is mindful of this Court's comments when summarily adjudicating the Fourth and Sixth Causes of Action concerning governmental bodies, and is not seeking a permanent injunction which would restrict Mr. Armstrong's voluntary assistance to governmental entities.

[5] Paragraph 1 of the Agreement lists the individuals and entities to be protected by the Agreement. They are hereinafter referred to collectively as "the Beneficiaries."

[6] "FACTNet" stands for "Fight Against Coercive Tactics Network, Inc." It is a Colorado corporation which Armstrong formed, with friend Lawrence Wollersheim, to provide access to materials for persons who were engaged in litigation with various Churches of Scientology, or who were contemplating pressing such claims [Sep.St.Nos. 81-85].

[7] Recognizing that Armstrong will argue that such a prohibition could prevent him from further litigating in this action, the proposed permanent injunction order provides that documents actually filed in this litigation could be retained by Armstrong's counsel, for the

(continued...)

6. Prohibits Armstrong from acquiring or creating in the future any repository, collection, or database (electronic or otherwise) of documents which discuss or concern the Church and/or any of the Beneficiaries.

Each of these proposed prohibitions are reasonable and lawful restrictions to which Armstrong agreed in December, 1986, and for which he received more than $500,000 in settlement.

II. STATEMENT OF FACTS

A. The Settlement Agreement

As this Court has already found, in December, 1986, Armstrong entered into the Agreement with the Church, freely, voluntarily, and without duress. [Sep. St. No. 1.] The Agreement provided for a mutual release and waiver of all claims arising out of a cross-complaint which defendant Armstrong had filed in Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. The Agreement contains various provisions designed to guarantee that new actions were not spawned or encouraged by the conclusion of the old one.[8] In particular, various paragraphs of the Agreement provided that Armstrong: (1) would not provide voluntary aid or advice to others litigating against the Church; (2) would not create or publish, or assist another in creating or publishing, any media publication or broadcast concerning information about the Church of Scientology, L. Ron Hubbard, or any other persons or entities released by the Agreement; (3) would maintain "strict confidentiality and silence" with respect to his alleged experiences with the Church or any knowledge he might have concerning the Church, L. Ron Hubbard or other Scientology-related entities and individuals; and (4) would not keep or disclose any

---

[7](...continued)
sole purpose of completing the trial and resolution of this matter, and that once the matter is finally adjudicated, those files would remain sealed in Mr. Greene's possession and unavailable to Mr. Armstrong or to others. Documents which Armstrong has merely acquired or created, but which are not a part of the file in this case, should be returned to the plaintiff. See Order of Injunction (Proposed).

[8] See specifically ¶¶ 7(H), 7(G), 10, 7(D), 18(D), 20 of the Agreement [Sep.St.Nos. 4-10].

documents which related to the Church or other protected entities and individuals.

Armstrong admittedly received more than half a million dollars as his portion of a total settlement paid to his attorney, Michael Flynn, in a block settlement concerning all of Mr. Flynn's clients who were in litigation with any Church of Scientology or related entity. [Sep.St.Nos. 2-3.]

B. Armstrong's Admitted Breaches Of The Agreement

That Armstrong has repeatedly breached numerous provisions of the Agreement is not in dispute. The evidence of these breaches consists of Armstrong's own admissions and documents, and is referenced in detail in the accompanying Separate Statement of Undisputed Facts.

1. Breaches Consisting of Voluntary Assistance To Adverse Litigants And/Or Claimants

Paragraphs 7(G), 7(H) and 10 of the Agreement prohibit Armstrong from assisting or advising anyone "contemplating any claim or engaged in litigation" which is adverse to the Church or to any of the Beneficiaries of the Agreement. Armstrong agreed not to voluntarily assist others "adverse to Scientology," and not to testify in proceedings other than pursuant to a lawfully issued subpoena. Between 1991 and the present, Armstrong has admitted to providing voluntary assistance, exclusive of testimony pursuant to subpoena, to the following private individuals and/or their attorneys, in direct breach of these provisions:

* Vicki and Richard Aznaran, anti-Scientology litigants in the case of Vicki Aznaran, et al. v. Church of Scientology International, United States District Court for the Central District of California, Case No. CV 88-1786 (JMI) [Sep.St.Nos. 11-16];

* Joseph A. Yanny, anti-Scientology litigant in the case of Religious Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior Court No. C 690211 and Religious Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior Court No. BC 033035 [Sep.St.Nos. 17-20];

* Malcolm Nothling, anti-Scientology litigant in the matter between Malcolm

Nothling and the Church of Scientology in South Africa, Adi Codd, Diane Kemp, Glen Rollins; Supreme Court of South Africa (Witwatzbsrand Local Division) Case No. 19221/88. [Sep.St.Nos. 21-24];

* Reader's Digest Corporation, anti-Scientology litigant in the case of Church of Scientology of Lausanne vs. Kiosk AG, Basel, Switzerland [Sep.St.Nos. 25-26];

* Richard Behar, anti-Scientology litigant in the case of Church of Scientology International v. Time Warner, Inc.; Time Inc. Magazine Company and Richard Behar, United States District Court, Southern District of New York, Case No. 92 Civ. 3024 PKL [Sep.St.Nos. 27-28];

* Steven Hunziker, anti-Scientology litigant in the case of Hunziker v. Applied Materials, Inc., Santa Clara Superior Court Case No. 692629 [Sep.St.Nos. 29-33];

* David Mayo, anti-Scientology litigant in the case of Religious Technology Center v. Robin Scott, et al., United States District Court for the Central District of California, Case No. 85-711 [Sep.St.Nos. 34-35];

* Cult Awareness Network, anti-Scientology litigant in the case of Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook County, Illinois, No. 94L804 [Sep.St.Nos. 38-39];

* Lawrence Wollersheim, anti-Scientology litigant in the cases of Lawrence Wollersheim v. Church of Scientology of California, Los Angeles Superior Court Number C332027 and Church of Scientology of California v. Lawrence Wollersheim, Los Angeles Superior Court Number BC074815 [Sep.St.Nos. 40-42];

* Ronald Lawley, anti-Scientology litigant in the cases of Religious Technology Center, et al. vs. Robin Scott, et al., U.S. District Court, Central District of California, Case No. 85-711 MRP(Bx); Matter Between Church of Scientology Advanced Organization Saint Hill Europe and Africa, and Robin Scott, Ron Lawley, Morag Bellmaine, Stephen Bisbey in the High Court of Justice Queen's Bench Division, Case 1984 S No. 1675; and Matter Between Church of Scientology Religious Education College Inc., and Nancy Carter, Ron Lawley, Steven Bisbey, in

the High Court of Justice Queen's Bench Division, Case 1986 C No. 12230 [Sep.St.Nos. 43-44];

* Uwe Geertz and Steven Fishman, anti-Scientology litigants in the case of Church of Scientology International v. Steven Fishman, et al., United States District Court for the Central District of California Number 91-6426 HLH(Tx) [Sep.St.Nos. 45-46];

* Tilly Good, a claimant against the Church of Scientology, Mission of Sacramento Valley [Sep.St.Nos. 36-37];

* Denise Cantin, a claimant against the Church of Scientology of Orange County; Church of Scientology of Boston; and Church of Scientology, Flag Service Organization [Sep.St.Nos. 36-37]; and

* Ed Roberts, a claimant against the Church of Scientology of Stevens Creek [Sep.St.Nos. 36-37].

2. Breaches Consisting of Creating, Assisting Or Attempting To Create Media Publications Concerning Scientology

In paragraph 7(D) of the Agreement, Armstrong agreed, in part, that he would not create or publish, or assist another in creating or publishing, any media publication or broadcast concerning information about the Church, L. Ron Hubbard or any of the other Beneficiaries of the Agreement. This Court has already enforced this portion of paragraph 7(D), by granting summary adjudication as to the Sixth Cause of Action [Request For Judicial Notice, Ex. C]. Between 1992 and the present, Armstrong has admitted to assisting (or attempting to assist) the following individuals and/or publications in creating or publishing a media publication or broadcast concerning the Church and/or the Beneficiaries:

* Cable Network News: reporter Don Knapp, in March, 1992 [Sep.St.Nos. 47-48];

* American Lawyer Magazine: reporter Bill Horne, in March, 1992 [Sep.St.No. 49];

* Los Angeles Times: reporter Bob Welkos, in May, 1992; and reporter Joel

Sappell, in June, 1993 [Sep.St.Nos. 50-51];

* CAN Video Interview, with anti-Scientologists "Spanky" Taylor and Jerry Whitfield, in November, 1992 [Sep.St.No. 52];

* KFAX Radio: interview planned but prevented in April, 1993 [Sep.St.No. 53];

* Newsweek Magazine: reporter Charles Fleming, in June, 1993 and August, 1993 [Sep.St.No. 54-56];

* Daily Journal: reporter Mike Tipping, in June, 1993 [Sep.St.No. 57];

* Time Magazine: reporter Richard Behar, in March, 1992 and in June, 1993 [Sep.St.Nos. 58-59];

* San Francisco Recorder: reporter Jennifer Cohen, in August, 1993 [Sep.St.No. 60];

* E! Entertainment Network: reporter Greg Agnew, in August, 1993 [Sep.St.No. 61];

* WORD Radio: Pittsburgh, Pennsylvania, interviewed in the fall of 1993 [Sep.St.No. 62];

* St. Petersburg Times: St. Petersburg, Florida, reporter Wayne Garcia, in the fall of 1993 [Sep.St.No. 63];

* Premiere Magazine: letter to the editor, in October, 1993 [Sep.St.No. 64];

* Mirror-Group Newspapers: United Kingdom, in May, 1994 [Sep.St.No. 65];

* Gauntlet Magazine: New York, New York, reporter Rick Cusick in June, 1994 [Sep.St.No. 66];

* Pacific Sun Newspaper: reporter Rick Sine, in June and July, 1994 [Sep.St.No. 67];

* Disney Cable: reporter Marsha Nix, in August, 1994 [Sep.St.No. 68]; and

* Tom Voltz: Swiss author writing a book about Scientology, in October, 1994 [Sep.St.No. 69].

In addition, Armstrong has admitted to preparing and copyrighting at least three

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manuscripts discussing his claimed Scientology experiences, including a screen play [Sep.St.Nos. 70-71]. In July, 1993, Armstrong wrote to his friend, Lawrence Wollersheim,

> [A]s I mentioned a couple of weeks back, I have registered a treatment of my Scientology experiences for motion picture purposes. I will now forward with a synopsis of the later years to possible producers. This project, I think, will be where many of my hours in the next couple of years will go, and will bring me into direct conflict with the Scientology organization on its beachhead in Hollywood.

[Sep.St.No. 70].

3. Additional Breaches Consisting of Discussing Scientology, The Church, And/Or The Beneficiaries With Others

In paragraphs 7(D) and 7(H) of the Agreement, Armstrong further agreed that beyond his immediate family members, he would not discuss with others his knowledge and information about Scientology, his experiences in or with Scientology, or their knowledge of or experiences with Scientology. This Court has already enforced this confidentiality portion of paragraph 7(D), by granting summary adjudication as to the Fourth Cause of Action [Sep.St.No. 1]. Of course, many of the breaches discussed in Parts II B1&2, supra, were also breaches of this portion of the Agreement. However, Armstrong has also admitted to violations of this paragraph of the Agreement with the following additional persons or groups, not earlier identified: Robert Lobsinger [Sep.St.No. 72]; the New York Times [Sep.St.No. 73]; Toby Plevin, Stuart Culter, Anthony Laing, Kent Burtner, and Margaret Singer [Sep.St.No. 74]; Priscilla Coates [Sep.St.No. 75]; Omar Garrison [Sep.St.No. 76]; Vaughn and Stacy Young [Sep.St.No. 77]; a Stanford University psychology class [Sep.St.No. 78]; attendees at the 1992 Cult Awareness Network Convention [Sep.St.No. 79]; and Hana Whitfield [Sep.St.No. 80].

4. The Creation Of FACTNet To Breach The Agreement

In June, 1993, Armstrong and anti-Scientologist Lawrence Wollersheim organized "Fight Against Coercive Tactics Network, Inc." (hereinafter "FACTNet") a Colorado non-profit corporation [Sep.St.No. 81].

Armstrong has testified under oath that he was an incorporator of FACTNet and served as its first president [Sep.St.No. 81]. According to Armstrong, FACTNet was organized "to create an electronic means of assisting the battle against harmful mind control in its various forms and through its various arms, one of which -- and undeniably a major one in my life -- was Scientology." [Sep.St.No. 82]. He has described FACTNet as "the electronic backup" to anti-Scientology litigation, and has admitted that the purposes of assembling the database included "providing access to materials for persons who were engaged in litigation with various Church of Scientology entities," and "making information available to persons who might be contemplating pressing claims against various Church of Scientology entities." [Sep.St.No. 83].

Armstrong has further admitted that he himself was a major contributor to the anti-Scientology library contained in FACTNet's database. He has admitted that he supplied anti-Scientology materials for FACTNet's database before FACTNet was incorporated, while he was its president, and after he ceased to be an officer of FACTNet [Sep.St.No. 84]. He has admitted to supplying FACTNet with declarations, personal writings, exhibits and other documents which Armstrong had "possessed and assembled." Armstrong estimated that he had contributed in the neighborhood of two to three inches of anti-Scientology documents to FACTNet. [Id.] In a July 4, 1993 letter to Lawrence Wollersheim, Armstrong stated that he expected his role in FACTNet to be one of "strategy, planning and consultation." [Sep.St.No. 85].

C. Armstrong's Intention To Commit Future Breaches

Armstrong's intention to continue to breach the Agreement, regardless of the consequences, is also not in dispute. Indeed, Armstrong's response to every request by plaintiff that he honor the Agreement, and every Court Order enforcing the Agreement, has been defiance.

On May 28, 1992, the Honorable Ronald Sohigian of the Los Angeles Superior Court issued a preliminary injunction in this action, which provided in relevant part:

> Defendant Gerald Armstrong, his agents, and persons acting in concert or conspiracy with him (excluding attorneys at law who are not said defendant's agents or retained by him) are restrained and enjoined during the pendency of this suit pending further order of this court from doing directly or indirectly any of the following:

> Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December 1986 regarding such claim or regarding pressing, arbitrating or litigating it.
>
> Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986.

[Sep.St.No. 86].[9] The Court of Appeal upheld this injunction [Sep.St.No. 1]. Nonetheless, Armstrong has proclaimed, repeatedly and as recently as mere weeks ago, that he has no intention of honoring the promises which he made in the Agreement or abiding by the preliminary injunction. A review of Armstrong's own statements concerning the injunction and the agreement makes it plain that this Court must issue a permanent injunction which is crystal clear and broad in scope. Armstrong will use any creative argument he can invent to avoid his legal obligations. For example:

+ Less than a month after the May 28 Order was issued, Armstrong asserted under oath in deposition:

> I have absolutely no intention of honoring that settlement agreement. I cannot. I cannot logically. I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention to not honor it.
>
> Q. No matter what a court says?
>
> A. No court could order it. They're going to have to kill me.

[Sep.St.No. 87].

+ In November, 1992, Armstrong gave a lengthy videotaped interview concerning his Scientology experiences to anti-Scientologists, in which he described the preliminary injunction as follows:

---

[9] At the time of the hearing on the preliminary injunction, the Church was not aware of many of Armstrong's breaches, which have since been revealed. Armstrong's interviews with the media, creation of the videotape, preparation of a screenplay and creation of the FACTNet database, for example, were not presented to the Court in the Church's request for preliminary injunction. In seeking permanent injunction, the Church requests an expansion of the preliminary injunction that would prohibit all of the violations of the Agreement proven herein.

> I cannot, except pursuant to a subpoena, assist someone intending to file a claim or pressing a claim against the organization. Now then we are appealing even that narrow ruling, because that's unenforceable because if you construe that my ... that this video could possibly indirectly help someone in the future, I can't do this. And not only that but if you consider that my existence indirectly or directly helps someone, then I'll oblige to take my own life. In other words I must stop breathing.

[Sep.St.No. 88].

+ On December 22, 1992, Armstrong sent a letter to plaintiff's counsel,[10] in which he threatened that if the Church did not pay him $500,000 and dismiss this lawsuit, he would travel to South Africa to testify against a Church of Scientology, give interviews to the media, and assist anyone and everyone opposing Churches that he could locate [Sep.St.No. 89]. Expressing the viewpoint that the May 28 Order placed no restrictions whatsoever on his conduct, Armstrong stated:

> I consider myself free to do anything anyone can, except testify absent a subpoena. Much of what I am permitted to do I am going to do. . . .
>
> I will continue to associate with and befriend all those people I consider you attack unjustly and senselessly. I will make my knowledge and support available to the Cult Awareness Network, a group of people of good will you vilify, in all the litigation you have fomented against them[11]. . . . I will even make my knowledge and support available to entities like Time and people like Rich Behar in their defenses from your attacks.[12]

[Sep.St.No. 90]. In that same letter, Armstrong made plain the personal contempt which he had for a court which would rule against him:

---

[10] In what can only be described as deliberate harassment, Armstrong also sent copies of the letter to 35 individuals and groups, including anti-Church litigants, such as Vicki and Richard Aznaran, Larry Wollersheim and Joseph Yanny, and lawyers who represent clients in actions brought against one of more churches, including Toby Plevin, John Elstead and Daniel Leipold.

[11] The Cult Awareness Network is an anti-religious group that advocates the kidnapping and forcible "deprogramming" of individuals belonging to religions which they have identified as "cults." While the Church is not presently suing the Cult Awareness Network in any litigation, the Cult Awareness Network and its Excutive Director, Cynthia Kisser, have initiated three actions against various Church of Scientology [Sep.St.No. 38].

[12] Behar is the author of a Time cover story concerning the Church which ran in May, 1991. The Church is presently engaged in a lawsuit against Time and Behar for defamation [Sep.St.Nos. 27].

> There is also, as mentioned above, the fact that in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me not to defend myself.

[Sep.St.No. 91].

+ In February, 1993, Armstrong executed a declaration in which he had this to say about the preliminary injunction:

> When I received and read the Sohigian ruling I sought to divine its meaning and apply it sensibly to my life, work and legal situation. If it meant precisely what it said then I would have to stop breathing because by breathing I would be indirectly assisting any person litigating a claim against the organization entities referred to in sec. 1 of the settlement agreement. Obviously, therefore, Judge Sohigian did not mean what he stated. If he meant only that I could not, as opposed to passive assistance to litigating claimants such as breathing, living and writing magazine articles for the public generally, physically act to help such a claimant personally, I would have to ensure every little old lady or little old man I might escort across the road was not such a claimant. I am certain Judge Sohigian did not intend that. . . .I do not believe such non-assistance covenants or orders are legal or do anything but obstruct the administration of justice and attempt to destroy mens' souls.

[Sep.St.No. 92].

+ Armstrong has also insisted, repeatedly, that the plain provisions of the Agreement simply don't apply to him. On May 3, 1993, he wrote to plaintiff's counsel, Laurie Bartilson, saying:

> You are in error in your interpretation of the December 6, 1986 settlement agreement. I did not agree on that date to forego future media appearances for a substantial sum of money. . . .

[Sep.St.No. 93]. According to Armstrong's twisted logic, by insisting that Armstrong was required to abide by the written agreement, the Church was engaging in what he termed "continuing calumny," and justifying his further breaches. According to Armstrong, preventative actions taken by Ms. Bartilson to restrain a media appearance by Armstrong were "obscene":

> Your threat that you will subject me to the liquidated damages provision of the agreement for appearing [on a radio program] is obscene. Even its inclusion in the settlement agreement, that is $50,000 per word I write or speak about your organization is obscene.

[Sep.St.No. 93].

+ In a letter to plaintiff's counsel dated August 16, 1993, Armstrong took a new approach to the problem: he decided to proclaim that his breaches of the Agreement were not discrete, but rather a single, continuing breach, which he would not end:

> [M]y breaching of the agreement has continued unabated since 1990. It is my duty, therefore, to continue that breach unabated until the agreement is rescinded and no longer exists to be breached. This letter also serves to advise you and your client to not waste its victims "donations" sending around its camera-toting PIs to try to catch me in an instant when I am doing something other than my unbroken breach. If I am not heard to be breaching the agreement at any moment, I have not stopped doing so, but am just between words or breaching in whisper. Even in my sleep, though I may not be somniloquizing, I am in every instant breaching the agreement.

[Sep.St.No. 94].

+ In June, 1994, Armstrong gave an interview to Pacific Sun reporter Rick Sine, in which he claims to have given Sine still another interpretation of the Agreement: that his breaches were dictated by fate:

> I stated that, certainly at one point, that the settlement agreement was unenforceable from the start; and according to the language of the settlement agreement, it was absolutely impossible to live, live by it; and I realize it would have driven me absolutely nuts to even attempt. Nevertheless, I had tried to live by it and live within what I call the spirit of settlement, unless I arrived at a point where it simply was impossible and I had to take a stand and had to do -- take the acts, do the things that I ended up doing.

[Sep.St.No. 95]. In a letter to the editor of that paper, Armstrong boasted, just a few weeks later, that Judge Sohigian "refused the organization's gargantuan effort to gag me. . . . I rarely had to consider violating the injunction to help [people]. Everyone else I help with impunity." [Sep.St.No. 96].

+ On January 27, 1995, this Court adjudicated Armstrong to be in breach of the Agreement and ordered him to pay plaintiff $100,000 for these breaches. Just a few days later, Armstrong took it upon himself to write to the Church, copying the "media," his proclamation that the Court's Order would not stop him from future breaches:

> What Scientology is doing with me is suppressive, and threatening to justice, wisdom and innocent people everywhere. I will continue to stand my ground and I refuse to be suppressed. . . . As long as I breathe I will continue to do what I see as God's will, and continue to bring Scientology's evil nature to the light of truth.

[Sep.St.No. 97].

Obviously, Armstrong does not consider the Agreement, or its liquidated damages provisions, to be a deterrent, or to restrict his conduct in any way. A permanent, specific, and forceful injunction is necessary to restore to plaintiff the status quo which existed in December, 1986.

III. ARGUMENT

A. The Necessity Of A Permanent Injunction May Be Determined By Summary Adjudication

A motion for summary adjudication "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Code Civ. Proc. § 437c(c). As demonstrated below, and in the Separate Statement of Undisputed Facts, the Church has met its burden by proving, from Armstrong's own admissions, each element of the cause of action for injunctive relief. This Court has already determined that Armstrong's claimed affirmative defenses are inadequate as a matter of law. [Order of January 27, 1995.]

Once the moving party has shown the nonexistence of a factual dispute as to a material fact, the party opposing the motion can avoid summary adjudication only by presenting evidence tending to demonstrate that there exists a triable issue of material fact. See, e.g., University of Southern California v. Superior Court (1990) 222 Cal.App.3d 1028, 1036, 272 Cal.Rptr. 264.

Indeed, courts have found summary adjudication to be particularly appropriate for resolving a cause of action for breach of a written contract. "Where there is no conflict as to the terms of a contract, and where its provisions are not uncertain or ambiguous, its 'meaning and effect * * * and the relation of the parties to it thereby created * * * become a question of law to be decided by the court.'" Nizuk v. Georges (1960) 180 Cal.App.2d 699, 705, 4 Cal.Rptr. 565, 570 (citations omitted) (liability under written employment contract properly decided on motion for summary judgment). Permanent injunctive relief may be had without trial where, as here, the facts which support issuance of the permanent injunction are undisputed. Camp v. Mendocino County Board of Supervisors (1981) 123 Cal.App.3d 334, 357-358, 176 Cal.Rptr. 620, 635.

B. An Injunction May Be Granted To Prevent The Breach Of A Contract The Performance Of Which Would Be Specifically Enforced

C.C.P. § 526 empowers the court to grant an injunction to prevent a breach of a contract if the contract is one which may be specifically enforced. C.C.P. § 526; see also, Steinmeyer v. Warner Consolidated Corp. (1974) 42 Cal.App.3d 515, 518, 116 Cal.Rptr. 57, 60 ("An injunction cannot be granted to prevent breach of a contract which is not specifically enforceable."); Southern Christian Leadership Conference of Greater Los Angeles v. Al Malaikah Auditorium Co. (1991) 230 Cal.App.3d 207, 281 Cal.Rptr. 216. The Agreement at issue is one which may be specifically enforced by this Court as the contract is sufficiently definite and certain in its terms, it is just and reasonable, the plaintiff has performed its side of the bargain, Armstrong has breached the contract, the Agreement was supported by adequate consideration, and the Church's remedy at law is inadequate. Taramind Lithography Workshop, Inc. v. Sanders (1983) 143 Cal.App.3d. 571, 575, 193 Cal.Rptr. 409, 410.

A permanent injunction may be granted to prevent breach of contract "[w]here pecuniary compensation would not afford adequate relief" or "[w]here the restraint is necessary to prevent a multiplicity of judicial proceedings." Civil Code § 3422(1), (3). As demonstrated below, both of these circumstances are present in this case.

Civil Code § 3389 expressly provides that a liquidated damages provision does not preclude a contract from being specifically enforceable. Accordingly, the Court is empowered to grant a permanent injunction to enjoin Armstrong from further breach, not withstanding that some, but not all, of the clauses in the settlement agreement provide for liquidated damages.

C. Prevention Of Irreparable Injury And Avoidance Of Multiplicity Of Actions Requires The Court To Issue A Permanent Injunction

The Los Angeles Court has already issued a preliminary injunction enforcing the settlement agreement. Moreover, Scientology's former Mother Church, the Church of

Scientology of California ("CSC"), has already obtained injunctions and specific performance of similar settlement agreements. Thus, while C.C.P. § 526(5) deters the granting of injunctions to prevent the breach of a contract "the performance of which would not be specifically enforced," this Agreement patently is specifically enforceable. In Wakefield v. Church of Scientology of California (11th Cir. 1991) 938 F.2d 1226, CSC obtained specific performance of an agreement substantially similar to this Agreement. CSC moved to enforce the provisions of the settlement agreement, and the district court ordered hearings before the magistrate judge, who concluded that Wakefield had violated the agreement. The district court adopted the magistrate judge's findings and issued a preliminary and permanent injunction prohibiting Wakefield from violating the agreement. Id. When Wakefield violated the injunction, again making media appearances, CSC sought an order to show cause why Wakefield should not be held in contempt. At an in camera proceeding, the magistrate judge found that Wakefield had willfully violated the injunction, and recommended that the case be referred to the United States Attorney's office for criminal contempt proceedings. Id. at 4628.

Although the district court's issuance of the injunction in Wakefield was not at issue in the Eleventh Circuit proceedings, the Eleventh Circuit described in its opinion, "Wakefield's constant disregard and misuse of the judicial process," suggesting approval of the district court's actions. Id. at 4630.

Similarly, in McLean v. Church of Scientology of California (11th Cir. 1991) (Slip Op.) plaintiff McLean also entered into a settlement agreement containing confidentiality provisions preventing her from discussing the litigation with anyone outside her immediate family. Id. at 2. By her own testimony, McLean admitted to reacquiring certain documents and using them to "counsel" Church members. She further admitted to discussing certain aspects of the suit with people outside her immediate family. Id. at 5. As a result, the appellate court affirmed the district court order permanently enjoining McLean from disclosing any information about her lawsuit and the resulting settlement agreement. Id. at 6.

Just as the district courts in Wakefield and McLean found it necessary to issue permanent injunctions to enforce the agreement of the parties, so should this Court issue a permanent injunction to enjoin Armstrong from further breaches which he candidly promises.

1. The Church Will Be Irreparably Harmed Absent The Issuance Of An Injunction

The Los Angeles Court and the Court of Appeal have already found in this case that the Church's legal remedies against Armstrong are inadequate. [Sep.St.No. 1, 86]. Not only is Armstrong assisting adversaries of the Church, he is doing so to foster and perpetuate relentless litigation against the Church to serve his own ends. Armstrong's conduct is continuous, oppressive and malicious and has been undertaken for the express purpose of injuring the Church. Even the Court's preliminary injunction order has been viewed so myopically by Armstrong as permitting him to violate the provisions of the Agreement not specifically enumerated in the injunction, instead of prohibiting him from future breaches. Only a detailed permanent injunction fully enforcing the contractual provisions has any hope of stopping Armstrong from waging his malicious, relentless war.

Although some of Armstrong's breaches are subject to a liquidated damages clause, others, including the continual violations which he is engaging in through his operation of FACTNet, are not. Moreover, Armstrong's breaches which are subject to the liquidated damages clause are so numerous that it is patently obvious that Armstrong does not regard the possibility of a large monetary judgment against him as a deterrent. All of these violations must, accordingly, be enjoined.

2. Armstrong Must Be Permanently Enjoined To Prevent A Multiplicity Of Actions

Armstrong has dramatically demonstrated, during the pendency of this action, just why a permanent injunction must issue if the Church is to have meaningful relief. Most of the breaches of the Agreement described in the Statement of Facts occurred after the initial complaint in this action was filed. While some of them were added to the Second Amended Complaint, the most recent events are not the subject of this action, yet they are among the most egregious. For example, on February 2, 1995, right after this Court ordered him to pay plaintiff $100,000 in liquidated damages, Armstrong chose to circulate a declaration stricken by this Court, to which he attached copied versions of the Church's confidential religious scripture, to the media. He announced, by letter, that he intends to "stand his ground" and continue to breach the Agreement. If a permanent injunction does not issue and these threats are carried out by Armstrong, additional, repetitive litigation will be necessary for the Church to secure its rights pursuant to the Agreement.

3. A Balancing Of The Equities Requires The Court To Issue A Permanent Injunction

In determining whether to grant injunctive relief, the Court must balance the equities before it and exercise its discretion in favor of the party most likely to be injured. Robbins v. Superior Court (1985) 38 Cal.3d 199, 205, 211 Cal.Rptr. 398, 402. In balancing the equities, the Court considers the harm that plaintiff is likely to suffer if the injunction is denied as compared to the harm that defendants are likely to suffer if the injunction is granted. Id. at 206.

Armstrong has no equities whatsoever in this action. No one has any right to continue to violate a settlement agreement. Armstrong already has received the benefits of the Agreement in the form of substantial monetary compensation. Armstrong's only "injury" if he is enjoined is that he will not be able to violate the Agreement in the future.[13] On the other hand, the harm that will be suffered by the Church absent injunctive relief is the irreparable harm of being victimized by Armstrong's violations, while others with interests adverse to the Church benefit in legal proceedings from an unfettered flow of breached obligations, wrongful disclosures and fiduciary infidelity. Furthermore, California courts have long recognized the public interest in encouraging settlements (which necessitates that such settlement agreements be enforceable on the parties concerned). Phelps v. Kozakar (1983) 146 Cal.App.3d 1078, 1081, 194 Cal.Rptr. 872, 874. Thus, the balancing of the equities unquestionably favors the Church.

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[13] Armstrong has argued unsuccessfully that enforcement of the Agreement would infringe on his First Amendment rights. However, Judge Sohigian, this Court, and the Court of Appeal have all firmly held that Armstrong may, and has, contracted away these rights.

IV. CONCLUSION

As demonstrated herein, the Church has suffered substantial and irreparable harm due to Armstrong's deliberate and systematic violations of the Agreement, and will continue to do so absent issuance of a permanent injunction. The facts of the making of the Agreement, performance by the Church, Armstrong's repeated breaches, and Armstrong's dedication to continuing to breach the Agreement are undisputed. A preliminary injunction has already issued, which has restrained Armstrong from violating some of the provisions of the Agreement, but which has not prevented him from additional breaches. Issuance of a permanent injunction is necessary for plaintiff to obtain meaningful relief.

For all of the foregoing reasons, plaintiff requests that the Court enter a permanent injunction enforcing the terms of the Agreement, according to the Proposed Order filed herewith.

Dated: February 23, 1995

Respectfully submitted,

Andrew H. Wilson
WILSON, RYAN AND CAMPILONGO

MOXON & BARTILSON

By:
Laurie J. Bartilson

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF PLAINTIFF'S COMPLAINT on interested parties in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [ ] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY FAX AND MAIL

[ ] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal

cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on February 23, 1995 at Los Angeles, California.

[ ] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on ___________ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie J. Bartilson
Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

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Andrew H. Wilson SBN 063209
WILSON, RYAN & CAMPILONGO
115 Sansome Street
Fourth Floor
San Francisco, California 94104
(415) 391-3900
TELEFAX: (415) 954-0938

Laurie J. Bartilson SBN 139220
MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028
(213) 960-1936
TELEFAX: (213) 953-3351

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

FILED
FEB 27 1995
HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	CASE NO. 157680 [CONSOLIDATED] SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION AS TO THE TWENTIETH CAUSE OF ACTION DATE: March 31, 1995 TIME: 9:00 a.m. DEPT: 1 DISCOVERY CUT-OFF: March 16, 1995 MTN CUT-OFF:April 18, 1995 TRIAL DATE: May 18, 1995

Church of Scientology International ("CSI") submits this statement of undisputed material facts in support of CSI's Motion for Summary Adjudication of the Twentieth Cause of Action.

CSI Is Entitled To Summary Adjudication Of The Twentieth Cause Of Action Because There Is No Dispute (1) That The Parties Entered Into A Written Agreement (2) That CSI Performed All Of Its Obligations Pursuant To The Agreement, (3) That Armstrong Breached The Agreement Repeatedly, and (4) That Armstrong Intends To Continue Breaching The Agreement.

A. The Parties Entered Into A Written Agreement And CSI Performed All Of Its Obligations Pursuant To The Agreement

1. Gerald Armstrong voluntarily entered into a confidential Mutual Release of All Claims and Settlement Agreement ("Agreement") with Church of Scientology International ("the Church") on December 6, 1986.	1. Request for Judicial Notice, Exhibit A, Verified Second Amended Complaint (hereinafter "Complaint"), ¶¶ 1 and 2; Request for Judicial Notice, Exhibit B, Answer of Gerald Armstrong and the Gerald Armstrong Corporation to Amended Complaint (hereinafter "Answer"), ¶¶ 1 and 2; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Request for Judicial Notice, Exhibit D, Opinion of the Second District Court of Appeal; Request for Judicial Notice, Exhibit E, Order Granting Summary Adjudication of the Second and Third Causes of Action of Armstrong's cross-complaint; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement ("the Agreement"), page 16; Exhibit 1B, Declaration of Larry Heller, ¶¶ 4 and 5, Exhibit A thereto and Exhibit B thereto, 1:19-2:10.

2. Armstrong received a portion of a total sum paid to his attorney, Michael Flynn, in settlement of all claims of Mr. Flynn's clients.	2. Complaint, ¶ 13; Answer, ¶ 13; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 3.
3. Armstrong received approximately $800,000.00 from Michael Flynn as his portion of the total settlement sum paid by CSI to Mr. Flynn for Flynn's settling clients.	3. Exhibit 1C, Declaration of Graham Berry, and Exhibit B thereto; Exhibit 1D, Marin Independent Journal, November 11, 1992, article entitled, "Is Money The Root of Our Problems?"
4. Paragraph 7(E) of the Agreement provides: "... Plaintiff agrees to return to the Church of Scientology International, at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix 'A' to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such	4. Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 7(E).

audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge of information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, files, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the

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organizations, individuals or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the settlement, or statements made by either during the settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000.00 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff."	
6. Paragraph 7(G) of the Agreement provides, "Plaintiff agrees that he will not	6. Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 7(G).

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voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology."	
7. Paragraph 7(H) of the Agreement provides: "Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family."	7. Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 7(H).
8. Paragraph 10 of the Agreement provides, "Plaintiff agrees that he will not assist or advise anyone, including	8. Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 10.

individuals, partnerships, associations, corporations or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement."	
9. Paragraph 18(D) of the Agreement provides, "The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety."	9. Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 18(D).
10. Paragraph 20 of the Agreement provides, "Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that the Los Angeles Superior Court shall retain jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement	10. Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶ 20.

institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees."	

B. Armstrong Breached The Agreement By Voluntarily Providing Aid To Adverse Litigants And Claimants In Violation Of Paragraph 7(G), 7(H), 10 and 18(D) Of The Agreement.

11. Vicki and Richard Aznaran are former Church members and, in 1991, were actively litigating against several Churches of Scientology.	11. Complaint, ¶ 18; Answer, ¶ 18; Exhibit 1E, Deposition of Gerald Armstrong Vol. II, July 22, 1992, 183:1-6; Request for Judicial Notice, Exhibit F, Complaint in the United States District Court for the Central District of California, Case No. CV 88-1786 JMI(Ex), Vicki J. Aznaran, et al. v. Church of Scientology of California, et al.
12. On August 21, 1991, Armstrong wrote to attorney Eric Lieberman, counsel for CSI, "There was no reason to videotape me as proof that I was associating with Ford Green. I had spoken the day before with two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff, Howard Gutfeld and August Murphy, and from none of whom had	12. Letter of August 21, 1991, from Gerald Armstrong to Eric Lieberman, Exhibit 1F.

regarding his alleged experiences with and knowledge of the Church and L. Ron Hubbard.	327:8-10, and Exhibit 11 thereto; Exhibit 1I, Armstrong Declaration, August 26, 1991; Complaint, ¶¶ 37 and 59; Answer, ¶¶ 37 and 59.
15. On September 3, 1991, Armstrong voluntarily signed a declaration for filing in the Aznaran case stating, "I aid Mr. Greene out of my own free will and my sense of right and wrong … My help to Ford Greene in all of the papers recently filed has been in proofreading, copying, collating, hole-punching, stapling, stamping, packaging, labeling, air freighting and mailing. Mr. Greene and I have had several conversations during this period, some of which have certainly concerned the litigation."	15. Declaration of Gerald Armstrong, September 3, 1991, ¶¶ 5 and 18, Exhibit 1J.
16. On October 8, 1992, Armstrong testified that since July 22, 1992, he had broadly discussed with the Aznarans matters concerning their case, and had relayed communications between the Aznarans and Ford Greene.	16. Armstrong Depo., Vol. IV, 448:9-449:4, Exhibit 1K.
17. In July, 1991, the Church and related Church entities filed a complaint against their former attorney, Joseph A. Yanny.	17. Request for Judicial Notice, Exhibit G, Complaint, Religious Technology Center et al. v. Joseph A.

	Yanny, et al., Los Angeles Superior Court, Case No. BC 033035 ("RTC v. Yanny").
18. On July 16, 1991, at the offices of Joseph Yanny, Armstrong voluntarily prepared and executed a declaration which Armstrong then left with Yanny, with the expectation that Yanny would use it and file it in court in RTC v. Yanny.	18. Armstrong Depo., Vol. III, 311:3-312:20, Exhibit 1L; Declaration of Gerald Armstrong, July 16, 1991, Exhibit 1M.
19. In this declaration Armstrong discussed the contents of his settlement agreement, the contents of settlement agreements between CSI and other litigants represented by Michael Flynn, and alleged circumstances of the settlements. Armstrong attached a copy of his settlement agreement to this declaration.	19. Declaration of Gerald Armstrong, July 16, 1991, Exhibit 1M.
20. On July 19, 1991, Armstrong voluntarily signed a handwritten declaration and provided it to Joseph Yanny. In the declaration, which Yanny filed, Armstrong admitted that Yanny called him on July 19, 1991, and asked for Armstrong's help in Yanny's representation of the Aznarans against CSI. Armstrong stated that he agreed	20. Declaration of Gerald Armstrong, July 19, 1991, ¶¶ 2, 3 and 9, Exhibit 1N.

to help Yanny with the Aznarans' case and that he would travel to Los Angeles and did stay with Yanny on July 15 and 16, 1991.	
21. Malcolm Nothling is an anti-Scientology litigant who is suing Church of Scientology entities in South Africa.	21. Letter from Gerald Armstrong to Eric Lieberman dated June 21, 1991, Ex. 1O.
22. In June 1991, Armstrong agreed to travel to South Africa to testify on behalf of Mr. Nothling. In August, 1991, he flew to South Africa at Mr. Nothling's expense and, with Mr. Nothling and his attorneys, prepared to testify at Mr. Nothling's trial. Armstrong did not receive a subpoena compelling his testimony prior to flying to South Africa.	22. Letter from Gerald Armstrong to Eric Lieberman dated June 21, 1991, Ex. 1O; Armstrong Depo., Vol. VII, pp. 901:15 - 903:20, Ex. 1P.
23. In December, 1992, Armstrong sent a letter to CSI's counsel in which he made settlement demands on behalf of Mr. Nothling.	23. Letter from Gerald Armstrong dated December 22, 1992, Ex. 1Q; Armstrong Depo., Vol. VII, 908:8 - 914:5, Ex. 1P.
24. In August, 1994, Armstrong again made plans to voluntarily travel to South Africa and testify against the South African Church on behalf of Mr. Nothling.	24. Armstrong Depo., Vol. VII, pp. 914:6 - 917:18, Ex. 1P.

25. In early 1992, CSI was involved in litigation in several European countries with Readers' Digest.	25. Armstrong Depo, Vol. II, pp. 282-285, Ex. 1R.
26. In February, 1992, Armstrong voluntarily gave attorneys for Readers' Digest an affidavit in which he discussed at length his purported knowledge of and experiences in Scientology. In the affidavit, Armstrong stated, "In delivering this testimony, I know that it is destined to be produced in Court."	26. Armstrong Affidavit of February 19, 1992, Ex. 1S, ¶ 14.
27. Richard Behar is the author of a cover story printed in the May 1991 issue of Time magazine regarding the Church of Scientology. CSI filed a complaint for defamation against Time and Behar on April 27, 1992, as a result of false statements contained in Behar's article. Armstrong contacted Behar by phone and spoke to him as he was aware that CSI was in litigation with Time.	27. Armstrong Depo., Vol. III, 387:1-14, Exhibit 1T; Request for Judicial Notice, Exhibit H; Complaint in the United States District Court of the Southern District of New York, Case No. 92 Civ 3024, Church of Scientology International v. Time Warner Inc., Time Magazine Co. and Richard Behar.
28. In 1992, Armstrong voluntarily sent Richard Behar a copy of the affidavit which he had executed for the Readers' Digest litigation.	28. Armstrong Depo., Vol. IV, pp. 420:18 - 421:9, Ex. 1U.

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29. The World Institute of Scientology Enterprises ("WISE") was a named defendant in Hunziker v. Applied Materials et al., Santa Clara Superior Court, Case No. 692629 ("Hunziker"). WISE is a Church of Scientology affiliated entity and thus a "Releasee" under the Agreement.	29. Complaint, ¶ 47; Answer, ¶ 47-48; Mutual Release of All Claims and Settlement Agreement ¶ 1, Exhibit 1A.
30. In 1992, Armstrong was retained by Hunziker's lawyers as an "expert" consultant on the subject of Scientology.	30. Armstrong Letter to Rummonds, Exhibit 1V.
31. On February 21, 1992, Armstrong voluntarily met with attorney James Rummonds, counsel for plaintiffs in Hunziker. In this meeting Armstrong discussed his "history in the organization, the settlement agreement, the effect of the settlement agreement..." and his knowledge of and experience with the Church of Scientology.	31. Complaint, ¶ 48; Answer, ¶ 48; Armstrong Depo. Vol. III, 392:17-394:21, 398:5-18, Exhibit 1W; Armstrong Depo. Vol. I, Hunziker v. Applied Materials, 87:13-88:2, 93:7-14, Exhibit 1X.
32. Armstrong met with John C. Elstead, attorney for plaintiff in Hunziker, on February 23, 1992. On that date, Armstrong discussed with Elstead his knowledge of and experience with the Church of Scientology.	32. Complaint, ¶ 48; Answer, ¶ 48; Armstrong Depo. Vol I, Hunziker v. Applied Materials, 144:15-147:8, Exhibit 1X.

33. On March 8, 1992, Armstrong met again with attorney John Elstead and provided him approximately 500 pages of documents relating to the Scientology religion and the Church of Scientology.	33. Complaint, ¶ 51; Answer, ¶ 51; Armstrong Depo. Vol. III, 402:5-405:13, Exhibit 1W.
34. On May 27, 1992, Armstrong met with attorneys Jerold Fagelbaum and Gary Bright, attorneys for David Mayo and the Church of the New Civilization in the consolidated cases of Religious Technology Center et al. v. Robin Scott et al., United States District Court for the Central District of California, Case No. CV 85-711 JMI(Bx), and Religious Technology Center et al. v. Larry Wollersheim et al., United States District Court for the Central District of California, Case No. CV 85-7197 JMI(Bx). At the time, Fagelbaum and Bright were litigating a cross-claim in that case against, inter alia, CSI.	34. Armstrong Depo. Vol. II, 214:20-216:24, Exhibit 1Y.
35. At his meeting with Fagelbaum and Bright, Armstrong voluntarily executed a declaration purporting to authenticate an affidavit describing Armstrong's alleged experiences with the Church.	35. Answer, ¶¶ 68 and 69; Armstrong Depo., Vol. II, 219:17-226:25, Exhibit 1Y; Declaration of Gerald Armstrong, May 27, 1992, Exhibit 1Z.

36. Tilly Good, Denise Cantine and Ed Roberts are former Scientology parishioners, each of whom have pressed claims against one or more Churches of Scientology.	36. Tilly Good Demand Letter, Exhibit 1AA; Denise Cantine Demand Letter, Exhibit 1BB; Ed Roberts Demand Letter, Exhibit 1CC.
37. While working in Ford Greene's office, Armstrong voluntarily provided aid and assistance to Tilly Good, Denise Cantine and Ed Roberts concerning their claims against Churches of Scientology.	37. Armstrong Depo., Vol. IV, 451-458, Exhibit 1DD; Armstrong letter of Dec. 22, 1992, Exhibit 1Q, pp. 6-7.
38. The Cult Awareness Network ("CAN") and its Executive Director, Cynthia Kisser, have brought three law suits against CSI and various Scientology related entities and individuals.	38. Request for Judicial Notice, Exhibit I, Complaint in Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook Co., Illinois, No. 94L804; Ex. J, Cynthia Kisser v. Chicago Crusader et al., Circuit Court of Cook County Illinois, No. 92L08593; Ex. K, Cynthia Kisser v. Coalition for Religious Freedom, et al., United States District Court for the North District of Illinois, Eastern Division, No. 92C4508.
39. Armstrong has voluntarily provided aid and assistance to CAN and its attorneys, Hagenbaugh & Murphy, in their litigation against CSI and other Releasees.	39. Letter from Gerald Armstrong to Daniel Liepold, January 11, 1993, Exhibit 1EE; Armstrong Depo., Vol. VIII, pp. 1036-1038, Exhibit 1FF.

40. Lawrence Wollersheim has been a litigant actively pursuing a claim against the Church of Scientology of California ("CSC") since 1980.	40. Request for Judicial Notice, Ex. L, Complaint, Wollersheim v. Church of Scientology of California, Los Angeles Superior Court No. C332327.
41. In February, 1993, CSC brought an action for equitable relief from judgment due to judicial bias which named Wollersheim as a defendant.	41. Request for Judicial Notice, Ex. M, Complaint, Church of Scientology of California v. Wollersheim, LASC No. BC074815.
42. In 1993, Armstrong voluntarily provided aid and assistance to Wollersheim and his attorneys, Daniel Liepold, Hagenbaugh & Murphy and Mark Goldowitz.	42. Armstrong letters to Goldowitz, June - September, 1993, Exhibit 1GG; Armstrong Depo., Vol. VI, pp. 740-746, 749-750, Exhibit 1HH.
43. Ron Lawley is an anti-Scientology litigant adverse to Scientology-affiliated entities and individuals in the case of 1984 S.No.1675 Scientology AOSHEU & Af -v- Scott et al., and 1986 C No. Scientology RECI -v- Carter, et al., High Court, London, England.	43. Request for Judicial Notice, Exhibit N, Writ Summons and Statement of Claim between the Church of Scientology Advanced Organization Saint Hill Europe and Africa and Robin Scott, Ron Lawley, et al. in the High Court of Justice, Queen's Bench Division, London, England, dated March 22, 1984; Armstrong Depo., Vol. VII, pp. 857-861, Exhibit 1II.
44. In or about January and February 1994,	44. Armstrong Depo., Vol. VII, pp.

Armstrong voluntarily agreed to testify against Scientology at Lawley's upcoming trial, and furnished an affidavit concerning his alleged Scientology knowledge and experiences to Lawley and Lawley's counsel.	857-861, Ex. 1II; Affidavit of Gerald Armstrong, February 7, 1994, Ex. 1JJ.
45. Steven Fishman and Uwe Geertz are defendants in an action brought by the Church of Scientology International for defamation.	45. Request for Judicial Notice Exhibit N, Complaint, Church of Scientology International v. Steven Fishman, etc al., United States District Court for the Central District of California, Case No. 91-6426 HLH (Tx).
46. Armstrong agreed to be a trial witness for Fishman and Geertz and, in 1994, provided assistance and declarations about his claimed Scientology knowledge and experiences to Geertz's counsel.	46. Armstrong Depo., Vol. VI, pp. 782-789, Vol. VIII, pp. 1046, 1058, Exhibit 1KK; Declaration of Gerald Armstrong dated February 22, 1994, Exhibit 1LL; Declaration of Gerald Armstrong and dated April 21, 1994, Exhibit 1MM; Armstrong letter to Graham Berry, dated January 27, 1994, Exhibit 1NN.

C. Armstrong Breached The Agreement By Discussing His Claimed Experiences In And Knowledge Of Scientology With Media Representatives In Violation Of Paragraph 7(D) Of The Agreement.

47. On March 20, 1992, Armstrong and his counsel, Ford Greene, provided a	47. Complaint, ¶ 44; Answer, ¶ 44; Exhibit 1OO, Armstrong Depo., Vol. III,

videotaped interview to reporter Don Knapp of CNN.	341:24 - 344:14, 345:10-16.
48. In the CNN interview, Armstrong discussed his knowledge of the Church of Scientology and L. Ron Hubbard which he had gained through his experiences with the Church of Scientology.	48. Complaint, ¶ 44; Answer, ¶ 44; Exhibit 1PP, Transcript of CNN Broadcast; Exhibit 1OO Deposition of Gerald Armstrong, Vol. III, 343:19-344:4; Request for Judicial Notice, Exhibit E, Order of Summary Adjudication.
49. Armstrong and his counsel, Ford Greene, were interviewed by reporter William Horne of The American Lawyer magazine. Armstrong made statements concerning his claimed knowledge of and experiences with the Church of Scientology during that interview.	49. Exhibit 1QQ, Armstrong Depo., Vol. III, 341:24 - 342:14, 348-353; Request for Judicial Notice, Exhibit E, Order of Summary Adjudication.
50. In 1992, Armstrong discussed his anti-Scientology litigation with reporters Robert Welkos and Joel Sappell of the Los Angeles Times.	50. Armstrong Depo., Vol. III, 378-380, Exhibit 1RR.
51. In June, 1993, Armstrong discussed Scientology and his knowledge of the Wollersheim case with Joel Sappell.	51. Armstrong letter to Mark Goldowitz, June 30, 1993, Exhibit 1SS.

52. On November 6, 1992, Armstrong gave a videotaped interview to Sylvia "Spanky" Taylor and Jerry Whitfield, in which he discussed his alleged Scientology knowledge and experiences at length.	52. Videotape, Exhibit 1TT; Transcript of Video, Exhibit 1UU.
53. On April 28, 1993, Armstrong attempted to appear on KFAX radio, in the San Francisco area, to discuss his claimed Scientology knowledge and experiences. His appearance was prevented only by the rapid action of CSI's counsel.	53. Bartilson letter to Armstrong, April 28, 1993, Ex. 1VV; Armstrong Letter to Bartilson, May 3, 1993, Ex. 1WW.
54. In June, 1993, Armstrong gave an interview to Newsweek reporter Charles Fleming, concerning his claimed Scientology knowledge and experiences.	54. "Scientology in the Schools," Newsweek, June 14, 1993, p. 76, Exhibit 1XX; Armstrong Depo., Vol. VI, pp. 736-737, Exhibit 1YY.
55. On June 29, 1993, Armstrong contacted reporter Charles Fleming of Newsweek and discussed his claimed knowledge of the Wollersheim case and Scientology.	55. Armstrong letter to Goldowitz, June 30, 1993, Exhibit 1SS.
56. On August 28, 1993, Armstrong wrote to Charles Fleming discussing his litigation with CSI.	56. Armstrong letter to Fleming, August 28, 1993, Exhibit 1ZZ.

57. On June 29, 1993, Armstrong spoke with reporter Mike Tipping from the Daily Journal concerning his knowledge of Wollersheim's anti-Scientology litigation.	57. Armstrong letter to Goldowitz, June 30, 1993, Exhibit 1SS.
58. In 1993, Armstrong discussed his litigation with CSI with Time reporter Richard Behar.	58. Armstrong Depo., Vol. VI, pp. 729-730, Exhibit 1AAA.
59. On June 29, 1993, Armstrong discussed Wollersheim's anti-Scientology litigation with Time reporter Behar.	59. Armstrong letter to Goldowitz, Exhibit 1SS.
60. In August, 1993 Armstrong discussed his claimed Scientology knowledge and experience with Jennifer Cohen, a reporter for the San Francisco Recorder. He also sent her many documents, including documents relating to the pre-settlement litigation.	60. Armstrong Depo., Vol. VII, pp. 854-855, Exhibit 1BBB; Armstrong letter to Cohen, Exhibit 1CCC.
61. In August, 1993, Armstrong was interviewed by E! TV reporters concerning his claimed Scientology knowledge and experiences.	61. Portions of Transcript of E! TV segment, Exhibit 1DDD.
62. In the late summer or early fall, 1993, Armstrong discussed his claimed Scientology	62. Armstrong Depo. Vol. VII, 850-851, Exhibit 1EEE.

knowledge and experiences on WORD radio in Pittsburgh, Pennsylvania.	
63. In October, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with a reporter for the St. Petersburg Times, Wayne Garcia.	63. Armstrong Depo., Vol. VI, 720-723, Exhibit 1FFF.
64. In October, 1993, Armstrong wrote a lengthy letter to the editor of Premiere Magazine in which he discussed his claimed Scientology knowledge and experiences.	64. Armstrong Letter to Premiere Magazine, Exhibit 1GGG.
65. In May, 1994, Armstrong sent a letter to the Mirror Group newspapers, United Kingdom, in which he discussed his claimed Scientology knowledge and experiences and offered to testify voluntarily on behalf of Mirror Group, should it become involved in litigation with CSI.	65. Armstrong Letter to Mirror Group Newspaper, Exhibit 1HHH.
66. In June, 1994, Armstrong discussed his claimed Scientology knowledge and experiences with Rick Cusick, a reporter for Gauntlet Magazine.	66. Armstrong Depo., Vol. VI, 693-694, Exhibit 1III, Armstrong Letter to Cusick, Exhibit 1JJJ.
67. In June, 1994, Armstrong discussed his claimed Scientology knowledge and	67. Armstrong Depo., Vol. VI, 653-655, 661-662, 664-667, Exhibit 1KKK;

experiences with Rick Sine, a reporter for the Pacific Sun. In July, 1994, he wrote a letter to the Editor of the Pacific Sun.	Article, "Gagged Again," Exhibit 1LLL; Article, "Alleged Gagged," Exhibit 1MMM.
68. In August, 1994, Armstrong discussed his claimed Scientology knowledge and experiences with Marsha Nix, a representative of the Disney channel.	68. Armstrong Depo., Vol. VII, 848-849, Exhibit 1NNN.
69. In August, 1994, Armstrong sent documents concerning L. Ron Hubbard to Tom Voltz, a Swiss writer who claimed to be writing an anti-Scientology book.	69. Armstrong Depo., Vol. VIII, 992-995, Exhibit 1OOO.

D. Armstrong Breached The Agreement By Preparing And Distributing His Own Manuscripts Concerning His Claimed Scientology Experiences In Violation of Paragraph 7(D) Of The Agreement.

70. Armstrong has written and distributed a treatment for a screenplay about his claimed Scientology experiences which he hopes to have made into a film.	70. Portions of Transcript of E! TV segment, Exhibit 1DDD; Armstrong Letter to Wollersheim, Exhibit 1PPP; Armstrong Depo., Vol. VII, 875-876, Exhibit 1QQQ.
71. Armstrong has written, copyrighted and distributed two manuscripts concerning his claimed Scientology knowledge and experiences.	71. "I Declare," Exhibit 1RRR; "Find a Better Basket," Exhibit 1SSS; Armstrong Depo., Vol. VI, pp. 654-655, 710; Vol. VII, pp. 798-801, Exhibit 1TTT.

E. Armstrong Breached The Agreement By Discussing His Claimed Scientology Knowledge And Experiences With Third Parties In Violation Of Paragraph 7(D) Of The Agreement.

72. In July - September, 1992, Armstrong spoke with Robert Lobsinger, a Kentucky newspaper publisher concerning his claimed Scientology knowledge and experiences. Armstrong also wrote to Lobsinger and sent him documents about Armstrong's claimed Scientology experiences.	72. Armstrong Depo., Vol. III, 383-385; Vol. IV, 421-422, Exhibit 1UUU; Armstrong Letter to Lobsinger, Exhibit 1VVV.
73. In August, 1992, Armstrong sent documents concerning his claimed knowledge of and experiences with Scientology to the New York Times.	73. Armstrong Depo., Vol. IV, 421-422, Exhibit 1UUU.
74. In December, 1992, Armstrong wrote a letter discussing his claimed Scientology knowledge and experiences which he copied to Toby Plevin, Stuart Culter, Anthony Laing, Kent Burtner, and Margaret Singer.	74. Armstrong Letter, Exhibit Q.
75. In January, 1992, Armstrong discussed his claimed Scientology knowledge and experiences with CANLA Director, Priscilla Coates.	75. Armstrong Depo., Vol. II, Hunziker v. Applied Materials, 265-266, Exhibit 1WWW.
76. From March, 1993 to August, 1994,	76. Armstrong Depo., Vol. VI, 705-

Armstrong discussed his claimed Scientology knowledge and experiences with Omar Garrison, and sent him documents about his claimed Scientology experiences.	710, Exhibit 1XXX.
77. In fall, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with anti-Scientologists Vaughn and Stacy Young.	77. Armstrong Depo., Vol. VI, 764-765, 767-770, 777-780, Exhibit 1YYY.
78. In fall, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with a Stanford University psychology class.	78. Armstrong Depo., Vol. VII, 869-870, 872, Exhibit 1ZZZ.
79. In November, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with the attendees of a CAN convention.	79. Armstrong Depo., Vol. V, 591-592, Exhibit 1AAAA.
80. In spring 1994, Armstrong discussed his claimed Scientology knowledge and experiences with anti-Scientologist Hana Whitfield.	80. Armstrong Depo., Vol. VI, 782-785, Exhibit 1BBBB.

F. Armstrong Breached The Agreement By Establishing And Maintaining An Anti-Scientology Electronic Library Via His Colorado Corporation, FACTNet, In Violation Of Paragraphs 7(D), 7(G), 7(H), 10 And 18(D) Of The Agreement.

81. In June, 1993 Armstrong and anti-Scientologist Lawrence Wollersheim organized "Fight Against Coercive Tactics, Inc." or "Fight Against Coercive Tactics Network, Inc.," a Colorado Corporation (hereinafter, "FACTNet"). Armstrong has testified that he was an incorporator of FACTNet and its first president.	81. Armstrong Depo., Vol. VII, 843, 919-920, Exhibit 1CCCC.
82. According to Armstrong FACTNet was organized "to create an electronic means of assisting the battle against harmful mind control in its various forms and through its various arms, one of which -- and undeniably a major area in my life -- was Scientology."	82. Armstrong Depo., Vol. VII, 922, Exhibit 1CCCC.
83. Armstrong has described FACTNet as "the electronic backup" to anti-Scientology litigation, and has admitted that the purposes of assembling the FACTNet database included "providing access to materials for persons who were engaged in litigation with various Church of Scientology entities," and "making information available to persons who might be contemplating pressing claims against various Church of Scientology entities."	83. Armstrong Depo., Vol. VII, 922-923, Vol. VIII, 961, 972-973, Exhibit 1CCCC.

84. Armstrong supplied anti-Scientology materials to FACTNet's database before FACTNet was incorporated, while he was its president, and after he ceased to be an officer of FACTNet. The materials included declarations, personal writings, exhibits and other documents which Armstrong "possessed and assembled." Armstrong supplied two to three inches of anti-Scientology documents to FACTNet.	84. Armstrong Depo. Vol. VII, 926-930, Vol. VIII, 954-961, Exhibit 1CCCC.
85. In addition to supplying documents to FACTNet, Armstrong's role is one of "strategy, planning and consultation."	85. Armstrong letter to Wollersheim, Exhibit 1PPP.

G. Armstrong Intends To Continue Breaching The Agreement.

86. On May 28, 1992, the Court in this action granted CSI's application for preliminary injunction, prohibiting Armstrong, "his agents, and persons acting in concert or conspiracy with him... from doing directly and indirectly any of the following: "Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim	86. Request for Judicial Notice, Exhibit P, Minute Order of May 28, 1992, issued by Hon. Ronald M. Sohigian.

against the persons referred to in sec. 1 of the 'Mutual Release of All Claims and Settlement Agreement' of December 1986, regarding such claim or regarding pressing, arbitrating or litigating it. "Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the persons referred to in sec. 1 of the 'Mutual Release of All Claims and Settlement Agreement' of December 1986."	
87. On June 24, 1992, Armstrong testified regarding the Agreement, "A. When, I mean, I have, I have absolutely no intention of honoring that settlement agreement. I cannot. I cannot logically. I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention not to honor it. "Q. No matter what a court says? "A. No court could order it. They're going to have to kill me."	87. Armstrong Depo., Vol. I, 124:3-11, Exhibit 1DDDD.
88. On November 6, 1992, Armstrong provided a video-taped interview in which he stated, "... I cannot except pursuant to a	88. Videotape of Interview with Gerald Armstrong, Exhibit 1TT; Transcript of Interview, page 34, Exhibit 1UU.

subpoena, assist someone intending to file a claim or pressing a claim against the organization. Now that we are appealing even that very narrow ruling, because that's unenforceable because if you construe my ... that this video could possibly indirectly help someone in the future, I can't do this. And not only that but if you consider that my existence indirectly or directly helps someone, then I'll oblige to take my own life. In other words then I must stop breathing. It's unenforceable hence I feel that I am completely at liberty to associate with whomever I want, to talk to whomever I want, and I act in life that way."

89. On December 22, 1992, Armstrong sent a letter to attorney Laurie Bartilson, counsel for CSI. In this letter Armstrong wrote, "... I consider myself free to do anything anyone can, except testify absent a subpoena. Much of what I am permitted [to] do I am going to do. I am going to write freely, speak freely, publish, talk to the media, associate freely, and continue, until you put your faith in something more religious than what is bad in jurisprudence, to confront the injustice you bring to court. In the next month or so I

89. Letter of December 22, 1992, page 3, Exhibit 1Q.

expect to initiate speaking or media events to help pay the enormous costs of this litigation. And I expect to promote my legal position within the publishing industry, because my story and my writings on the subject are literary and commercially worthy."	
90. In this letter, Armstrong wrote, "I will continue to associate with and befriend all those people I consider you attack unjustly and senselessly. I will make my knowledge and support available to the Cult Awareness Network, a group of people of good will you vilify, in all the litigation you have fomented against them. I will make my knowledge and support available to any Scientologist who is afraid to go anywhere else for understanding, and to the families of Scientologists your organization has estranged. I will even make my knowledge and support available to entities like Time and people like Richard Behar in their defenses from your attacks."	90. Letter of December 22, 1992, Exhibit 1Q.
91. In this letter, Armstrong wrote, "There is also, as mentioned above, the fact that in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm	91. Letter of 22 December 1992, page 5, Exhibit 1Q.

sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me not to defend myself."

92. In February, 1993, Armstrong executed a declaration in which he stated, "When I received and read the Sohigian ruling I sought to divine its meaning and apply it sensibly to my life, work and legal situation. If it meant precisely what it said then I would have to stop breathing because by breathing I would be indirectly assisting any person litigating a claim against the organization entities referred to in sec. 1 of the settlement agreement. Obviously, therefore, Judge Sohigian did not mean what he stated. If he meant only that I could not, as opposed to passive assistance to litigating claimants such as breathing, living and writing magazine articles for the public generally, physically act to help such a claimant personally, I would have to ensure every little old lady or little old man I might escort across the road was not such a claimant. I am certain Judge Sohigian did not intend that.... I do not believe such non-

92. Armstrong Declaration of February 2, 1993, Exhibit 1EEEE.

assistance covenants or orders are legal or do anything but obstruct the administration of justice and attempt to destroy mens' souls."	
93. On May 3, 1993, Armstrong wrote a letter to Laurie Bartilson which stated, "You are in error in your interpretation of the December 6, 1986 settlement agreement. I did not agree on that date to forego future media appearances for a substantial sum of money. . . . " and "Your threat that you will subject me to the liquidated damages provision of the agreement for appearing [on a radio program] is obscene. Even its inclusion in the settlement agreement, that is $50,000 per word I write or speak about your organization is obscene."	93. Armstrong Letter to Bartilson, May 3, 1993, Exhibit 1FFFF.
94. On August 16, 1993, Armstrong wrote to Andrew Wilson that "[M]y breaching of the agreement has continued unabated since 1990. It is my duty, therefore, to continue that breach unabated until the agreement is rescinded and no longer exists to be breached. This letter also serves to advise you and your client that I am continuing unabated. Please also advise your client to not waste its victims 'donations'	94. Armstrong Letter to Wilson, Exhibit 1GGGG, p. 4.

sending around its camera-toting PIs to try to catch me in an instant when I am doing something other than my unbroken breach. If I am not heard to be breaching the agreement at any moment, I have not stopped doing so, but am just between words or breaching in whisper. Even in my sleep, though I may not be somniloquizing, I am in every instant breaching the agreement."	
95. In June, 1994 Armstrong gave an interview to Pacific Sun Reporter Rick Sine, in which he claims, "I stated that, certainly at one point, that the settlement agreement was unenforceable from the start; and according to the language of the settlement agreement, it was absolutely impossible to live, live by it; and I realize it would have driven me absolutely nuts to even attempt. Nevertheless, I had tried to live by it and live within what I call the spirit of settlement, unless I arrived at a point where it simply was impossible and I had to take a stand and had to do -- take the acts, do the things that I ended up doing."	95. Armstrong Depo., Vol. VI, 665-666, Exhibit 1HHHH.
96. In July, 1994, Armstrong wrote to the Pacific Sun, that Judge Sohigian "refused the	96. Letter to Pacific Sun, "Alleged Gag," Exhibit 1MMM.

organization's gargantuan effort to gag me. . . . I rarely had to consider violating the injunction to help [people]. Everyone else I help with impunity."	
97. On February 1, 1995, Armstrong wrote to Church member, Nancy O'Meara, copying the "Media": "What Scientology is doing with me is suppressive, and threatening to justice, wisdom and innocent people everywhere. I will continue to stand my ground and I refuse to be suppressed. . . . As long as I breathe I will continue to do what I see as God's will, and continue to bring Scientology's evil nature to the light of truth."	97. Armstrong Letter to O'Meara Exhibit 1IIII.

Dated: February 23, 1995

Respectfully submitted,

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

BOWLES & MOXON

By: ______________________
Laurie J. Bartilson

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

4524.61

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION AS TO THE TWENTIETH CAUSE OF ACTION on interested parties in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [ ] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY FAX AND MAIL

[ ] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an

4524.62

affidavit.

Executed on February 23, 1995 at Los Angeles, California.

[ ] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on ___________ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie J. Bartilson
Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)